

# ORIGINAL

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5  
6 Attorneys for the United States of America

FILED  
DISTRICT COURT OF GUAM

JAN 11 2008 *rr*

JEANNE G. QUINATA  
Clerk of Court

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10 UNITED STATES DISTRICT COURT  
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12 FOR THE TERRITORY OF GUAM

13  
14 FLORENCIA Q. LEWIS, ) CIVIL CASE NO. 05-00026  
15 Plaintiff, )  
16 vs. )  
17 UNITED STATES OF AMERICA, )  
18 Defendant )  
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21  
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OPPOSITION OF THE UNITED  
STATES TO PLAINTIFF'S MOTION  
TO COMPEL PAYMENT OF  
SETTLEMENT AMOUNT

The United States welcomes the opportunity to clear up any misconceptions the Plaintiff may have about the ability and willingness of the United States to settle this case for the amount of \$339,900.00 as offered. Plaintiff is under a misconception that the United States must also obligate itself for unknown bills that Plaintiff apparently intends to submit at some future date to her medical benefits program, TRICARE. The United States will not (and can not) agree to such an unusual arrangement and has been clear from its first suggestion that it will not. (Attachment A).

There are two ways that Plaintiff can accept the settlement amount of \$339,900.00. The Plaintiff can accept an offer of judgment from the United States in that amount. (Attachment B). The other approved method is for Plaintiff to sign the standard United States Department of Justice (U. S. DOJ) form for settlement. (Attachment C).

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Lewis v. United States, Opposition- 1

1       Ordinarily, in the event of a judgment for an injury, the United States has the right to  
2 collect (or deduct) the amounts it expended on the treatment of Plaintiff at its' Military  
3 Treatment Facilities (MTF), such as Naval Hospital or Tripler.<sup>1</sup> (The United States has not yet  
4 charged Plaintiff or anyone for its treatment of her, as of this time.) It is completely proper for  
5 the United States to agree to not charge for such expenses. In 18 years of federal practice and in  
6 training at U. S. DOJ, it is apparent that such an agreement is a commonly applied way to help  
7 reach a settlement.

8       Plaintiff has inexplicably parlayed this into an argument that the United States should  
9 somehow agree that his client does not have to pay her medical benefits program, TRICARE, for  
10 bills that may be submitted to her program in the future. These bills will apparently be from  
11 private doctors and private facilities that she has consulted. These bills apparently have nothing  
12 to do with her treatment at Tripler, Naval Hospital, or any other federal MTF.

13       Further, and most disconcerting, is Plaintiff's refusal to specify what bills Plaintiff is  
14 referring to (Attachment D). The United States has no information as the terms and conditions  
15 of Plaintiff's particular program with TRICARE (though the TRICARE website identifies three  
16 levels of benefits that are possible, Prime, Extra and Standard, see  
17 <http://www.tricare.mil/mybenefit/home/overview/ComparePlans?> ). Because the United States  
18 has no influence over the private doctors or private facilities which have or will bill her  
19 TRICARE, it would appear to be Plaintiff's intention to not pay TRICARE at some point in the  
20 future. (It is not clear, because Plaintiff will not respond to questions, whether she is just seeking  
21 to not make her copayments, or something more.) This idea of insisting that the United States  
22 agree to Plaintiff's plan to "stiff" TRICARE is unheard of, either by this Assistant United States

23       <sup>1</sup> Plaintiff alleges nerve damage in her right hand (she can not fully grip)  
24 resulting from an interventional radiology procedure to save a kidney  
25 threatened by her uncontrolled hypertension. The surgery was successful,  
26 saving her kidney -and quite likely her life- but Plaintiff claims the nerve  
27 damage at the puncture site was due to a hematoma caused by negligence.  
28 Plaintiff's injury was not the result of any breach in the standard of care  
or negligence. To the contrary, hematoma development at the puncture site is  
a known risk of this life-saving procedure. Plaintiff was advised of the  
risk prior to the procedure, consented to the procedure with full knowledge  
of the risk and therefore assumed the risk of this known, undesirable  
outcome. In spite of this, the United States recognizes the benefit in  
avoiding trial and thus agrees to a settlement.

1 Attorney or by any of the practitioners consulted at the U. S. DOJ, or by anyone contacted at  
2 TRICARE. Future TRICARE claims by the Plaintiff will be processed, of course, in the normal  
3 course of business under 10 U.S.C. § 1071-1110 and 32 C.F.R. Part 199. To propose otherwise,  
4 is outrageous.

5 Plaintiff seems to be determined to have such an agreement and has used every  
6 conceivable argument and trick to try to make it happen. For example, Plaintiff has argued that  
7 TRICARE is "US", just like the Naval Hospital and Tripler. Although irrelevant to the fact that  
8 the United States will not agree to his highly irregular suggestion, it is apparent that TRICARE  
9 was created by Congress to operate as a benefits coverage program for persons who also have  
10 access to military care. (For a detailed and technical explanation, See DECLARATION OF DON  
11 M. THOMPSON, Acting Director, Beneficiary and Provider Services Division, TRICARE,  
12 which was submitted in an unrelated case, Attachment E.) Plaintiff, by statute, has an obligation  
13 to make a specified co-payment under a program level she has not revealed (either Prime, Extra  
14 or Standard). TRICARE has no relation to the Medical Treatment Facilities such as Naval  
15 Hospital or Tripler, which were the targets of Plaintiff's lawsuit, and who can be approached to  
16 forgo their charges for known services they have already provided for the injury at issue in this  
17 case. TRICARE was not the subject of Plaintiff's suit. Yet, Plaintiff, in a "gotcha" fashion, has  
18 pointed out that federal employees are involved in TRICARE's administration, therefore,  
19 according to Plaintiff's logic, it is incumbent on the United States to accept his unorthodox  
20 proposal.

21 Plaintiff's use of exhibits signed by this Assistant United States Attorney is also  
22 dishonest. Plaintiff is well aware that the United States would not agree to the proposal to  
23 somehow cover unknown submissions to Plaintiff's TRICARE program. The United States  
24 originally sent over its standard settlement letter (Attachment B) with this AUSA's signature,  
25 expecting that it would be returned with Plaintiff's signature. Instead, Plaintiff made  
26 handwritten changes. Those changes were incorporated into a draft adobe acrobat (PDF) copy.  
27 A discussion took place about the ability of the United States to cooperate with Plaintiff's efforts  
28 at confidentiality for the agreement. The United States attached a signature to the draft PDF

1 copy. In the discussion over that draft, Plaintiff pointed out that he was also still seeking an  
2 agreement that Plaintiff not have to pay future bills to her TRICARE program and that language  
3 had been put into the new draft of the agreement. The United States then focused on that  
4 language and again stated that it would not and could not be done. At no time did Plaintiff ever  
5 have reason to believe that the US would agree to the TRICARE scheme. For Plaintiff to now  
6 attach his signature to the PDF draft version and state that an agreement had been reached is a  
7 serious misrepresentation (Attachment F and Attachment G).

8 The possibility of fraud also exists in Plaintiff's unusual proposal. It is easy to speculate  
9 (and Plaintiff, by being mysterious about what bills from TRICARE he is trying not to pay,  
10 makes it necessary to speculate), that Plaintiff may cause something improper to be billed to  
11 TRICARE. For example, if a Plaintiff were to hire an expert witness to assist with a tort claim  
12 (as Plaintiff did with Dr. Langstrom in this case), and then somehow have TRICARE billed for  
13 the expert's work, that may not be proper under the statutory provisions governing TRICARE.  
14 If TRICARE then billed her, could she then cut them off from collecting because of the unusual  
15 agreement Plaintiff wants this Assistant United States Attorney to submit to? Again, the unusual  
16 insistence and the refusal to be specific, is confusing and raises a significant red flag.

17 No level of insistence, or trickery, can make the United States agree to an unusual,  
18 unprecedented and improper agreement regarding Plaintiff's TRICARE benefits program.  
19 Plaintiff must simply decide whether she wants to settle for the amount offered by the United  
20 States. The United States remains, at this time, willing to settle for the amount offered.

21 The United States requests oral argument on this motion.

22  
23 Dated this 11<sup>th</sup> day of January, 2008.

24  
25 LEONARDO M. RAPADAS  
United States Attorney  
Districts of Guam and NMI  
26  
27  
28

MIKEL M. SCHWAB  
Assistant U.S. Attorney

# **Attachment A**



U.S. Department of Justice

**LEONARDO M. RAPADAS**  
United States Attorney  
Districts of Guam and NMI

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(671) 472-7332  
FAX: (671) 472-7215

December 11, 2007

Wayson W.S. Wong, Esq.  
142 Seaton Blvd., Suite 101  
Hagatna, Guam 96910

**RE: Lewis v. United States**

Dear Wayson,

I am in receipt of a three page letter from you and will read it as soon as I have completed documents necessary by a deadline. Perhaps we can simplify things this way. I have three attachments to this letter.

- 1). I have attached the standard agreement used by U.S. DOJ for settlement agreements;
- 2). Next, I have included the same document, with an amendment you requested. The amendment states that I will cooperate with your efforts to keep the settlement confidential. It states that I will do so only to the extent that I am allowed by statutes and regulations. I make this statement because there may be restrictions on what the United States can do in this regard. Varying the standard language is hazardous for me.
- 3). Finally, I have an offer of judgment that you can accept and file with the Court. That will trigger a judgment and an obligation for the United States to pay the judgment.

These are simple choices and I hope this will clear up any complications you perceive.

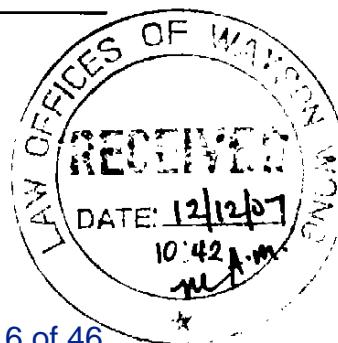
My best,

LEONARDO M. RAPADAS  
United States Attorney  
Districts of Guam and NMI

BY:

MIKEL W. SCHWAB  
Assistant U.S. Attorney

Attachment  
A



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2 MIKEL W. SCHWAB  
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3 KATHARYNE P. CLARK  
Special Assistant U.S. Attorney  
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7 Attorneys for the United States of America

8 DISTRICT COURT OF GUAM

9 TERRITORY OF GUAM

10 FLORENCIA Q. LEWIS, ) CIVIL CASE NO. 05-00026  
11 Plaintiff. )  
12 vs. )  
13 UNITED STATES OF AMERICA, )  
14 Defendant. )  
15

16  
17 **STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE**  
18 **OF FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

19  
20 It is hereby stipulated by and between the undersigned plaintiff (meaning any person, other  
21 than the defendant, signing this agreement, whether or not a party to this civil action), and the  
22 United States of America, by and through their respective attorneys, as follows:  
23

24 1. The parties do hereby agree to settle and compromise each and every claim of any kind,  
25 whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise  
26 to the above-captioned action under the terms and conditions set forth in this Settlement  
27 Agreement.  
28

1       2. The United States of America agrees to pay the sum of \$339,900 (Three hundred thirty  
2 nine thousand nine hundred dollars), which sum shall be in full settlement and satisfaction of any  
3 and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from,  
4 and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal  
5 injuries, damage to property and the consequences thereof, resulting, and to result, from the  
6 subject matter of this settlement, including any claims for wrongful death, for which plaintiff or  
7 her guardians, heirs, executors, administrators, or assigns, and each of them, now have or may  
8 hereafter acquire against the United States of America, its agents, servants, and employees.  
9

10       3. Plaintiff and her guardians, heirs, executors, administrators or assigns hereby agrees to  
11 accept the sums set forth in this Stipulation of Compromise Settlement in full settlement and  
12 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and  
13 nature, including claims for wrongful death, arising from, and by reason of any and all known and  
14 unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the  
15 consequences thereof which they may have or hereafter acquire against the United States of  
16 America, its agents, servants and employees on account of the same subject matter that gave rise  
17 to the above-captioned action, including any future claim or lawsuit of any kind or type  
18 whatsoever, whether known or unknown, and whether for compensatory or exemplary damages.  
19 Plaintiff and her guardians, heirs, executors, administrators or assigns further agrees to reimburse,  
20 indemnify and hold harmless the United States of America, its agents, servants, and employees  
21 from and against any and all such causes of action, claims, liens, rights, or subrogated or  
22 contribution interests incident to or resulting from further litigation or the prosecution of claims  
23 by plaintiff or her guardians, heirs, executors, administrators or assigns against any third party or  
24 against the United States, including claims for wrongful death.  
25

26       4. This stipulation for compromise settlement is not, is in no way intended to be, and  
27 should not be construed as, an admission of liability or fault on the part of the United States, its  
28 agents, servants, or employees, and it is specifically denied that they are liable to the plaintiff.

1 This settlement is entered into by all parties for the purpose of compromising disputed claims  
2 under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation  
3

4 5. It is also agreed, by and among the parties, that the respective parties will each bear  
5 their own costs, fees, and expenses and that any attorney's fees owed by the plaintiffs will be paid  
6 out of the settlement amount and not in addition thereto.  
7

8 6. It is also understood by and among the parties that pursuant to Title 28, United States  
9 Code, Section 2678, attorney's fees for services rendered in connection with this action shall not  
10 exceed 25 per centum of the amount of the compromise settlement.  
11

12 7. The persons signing this Settlement Agreement warrant and represent that they possess  
13 full authority to bind the persons on whose behalf they are signing to the terms of the settlement.  
14 In the event any plaintiff is a minor or a legally incompetent adult, the plaintiffs must obtain Court  
15 approval of the settlement at their expense. Plaintiff agrees to obtain such approval in a timely  
16 manner: time being of the essence. Plaintiff further agrees that the United States may void this  
17 settlement at its option in the event such approval is not obtained in a timely manner. In the event  
18 plaintiff fails to obtain such Court approval, the entire Stipulation For Compromise Settlement  
19 And Release and the compromise settlement are null and void.  
20

21 8. Payment of the settlement amount will be made by government wire transfer as per the  
22 following:  
23

- 24 A. Name of Bank: Bank of Hawaii, Main Branch, (Hagatna Branch)
- 25 B. Street Address of Bank: 123 West Soledad Avenue
- 26 C. City, State, and Zip Code of Bank: Hagatna, Guam 96910
- 27 D. Routing Number: 121405018
- 28 E. Name of Account: Law Offices of Wayson Wong, A Professional  
Corporation, Clients' Trust Account

1 LEONARDO M. RAPADAS  
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2 MIKEL W. SCHWAB  
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7 Attorneys for the United States of America

8 DISTRICT COURT OF GUAM

9 TERRITORY OF GUAM

10 FLORENCIA Q. LEWIS, ) CIVIL CASE NO. 05-00026  
11 Plaintiff. )  
12 vs. )  
13 UNITED STATES OF AMERICA, )  
14 Defendant. )  
15 \_\_\_\_\_

16  
17 **STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE**  
18 **OF FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

19  
20 It is hereby stipulated by and between the undersigned plaintiff and the United States of  
21 America, by and through their respective attorneys, as follows:  
22

23 1. The parties do hereby agree to settle and compromise each and every claim  
24 of any kind, whether known or unknown, arising directly or indirectly from the acts or  
25 omissions that gave rise to the above-captioned action under the terms and conditions set forth in  
this Settlement Agreement.  
26  
27  
28

2

1           2. The United States of America agrees to pay the sum of THREE HUNDRED  
2 THIRTY NINE THOUSAND NINE HUNDRED Dollars (\$339,900.00) which sum shall be in  
3 full settlement and satisfaction of any and all claims, demands, rights, and causes of action of  
4 whatsoever kind and nature, arising from, and by reason of any and all known and unknown,  
5 foreseen and unforeseen bodily and personal injuries, damage to property and the consequences  
6 thereof, resulting, and to result, from the subject matter of this settlement, including any claims  
7 for wrongful death, for which plaintiff, or their guardians, heirs, executors, administrators, or  
8 assigns, and each of them, now have or may hereafter acquire against the United States of  
9 America, its agents, servants, and employees.

10  
11           3. Plaintiff and her guardians, heirs, executors, administrators or assigns  
12 hereby agree to accept the sums set forth in this Stipulation of Compromise Settlement in full  
13 settlement and satisfaction of any and all claims, demands, rights, and causes of action of  
14 whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of  
15 any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to  
16 property and the consequences thereof which they may have or hereafter acquire against the  
17 United States of America, its agents, servants and employees on account of the same subject  
18 matter that gave rise to the above-caption, including any future claim or lawsuit of any kind or  
19 type whatsoever, whether known or unknown, and whether for compensatory or exemplary  
20 damages. Plaintiff and her guardians, heirs, executors, administrators or assigns further agree to  
21 reimburse, indemnify and hold harmless the United States of America, its agents, servants, and  
22 employees from and against any and all such causes of actions, claims, liens, rights, or subrogated  
23 or contribution interests incident to or resulting from further litigation or the prosecution of claims  
24 by plaintiff or her guardians, heirs, executors, administrators or assigns against any third party or

1 against the United States, including claims for wrongful death.<sup>1</sup>

2

3 4. This stipulation for compromise settlement is in no way intended to  
4 be, and should not be construed as, an admission of liability or fault on the part of the United  
5 States, its agents, servants, or employees, and it is specifically denied that they are liable to the  
6 plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed  
7 claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

8

9 5. It is also agreed, by and among the parties, that the respective parties will  
10 each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiffs  
11 will be paid out of the settlement amount and not in addition thereto.

12

13 6. It is also understood by and among the parties that pursuant to Title 28,  
14 United States Code, Section 2678, attorney's fees for services rendered in connection with this  
15 action shall not exceed 25 per centum of the amount of the compromise settlement.

16

17 7. The person signing this Settlement Agreement warrants and represent that  
18 he or she possesses full authority to bind the person(s) on whose behalf they are signing to the  
19 terms of the settlement. Plaintiff further agrees that the United States may void this settlement at  
20 its option in the event such approval is not obtained in a timely manner. In the event plaintiff fails  
21 to obtain such Court approval, the entire Stipulation for Compromise Settlement and Release and  
22 the compromise settlement are null and void.

23

---

24 1 The United States, by separate letter, has agreed to waive those charges for treatment offered at the U.S.  
25 Naval Hospital, Guam, and Tripler Army Medical Center, Hawaii, for the treatment of the injury at issue in this case.  
26 Plaintiff remains responsible for costs and obligations not for medical treatment offered at U.S. Naval Hospital,  
Guam and Tripler, AMC, including payments to her insurance, Tricare, including those for medical care received  
from non-federal doctors and others.

27

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28

8. Payment of the settlement amount will be made by government wire transfer as per the following:

- A. Name of Bank: Bank of Hawaii, Main Branch, (Hagatna Branch)
- B. Street Address of Bank: 123 West Soledad Avenue
- C. City, State, and Zip Code of Bank: Hagatna, Guam 96910
- D. Routing Number: 121405018
- E. Name of Account: Law Offices of Wayson Wong, A Professional Corporation, Clients' Trust Account
- G. Account Number: 0038-094718

Plaintiff's attorney agrees to distribute the settlement proceeds to the plaintiff, and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.

9. The parties will sign a separate Stipulation for Dismissal which shall be filed with the U.S. District Court upon payment of the settlement proceeds.

10. This Stipulation for Compromise Settlement and Release will not be filed unless determined to be necessary in order to obtain the payment described.

11. The Parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, can be made public in their entirety, and the Plaintiff's expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a (b). The United States does agree to cooperate in efforts by the Plaintiff in keeping the settlement confidential, unless

1 disclosure is necessary for execution or enforcement, ordered by a Court, or otherwise required by  
2 law.

3

4 LEONARDO M. RAPADAS

5 United States Attorney

6

7

8 MIKEL W. SCHWAB \_\_\_\_\_ Dated

9 Assistant U.S. Attorney

10 Attorney for Defendant United States of America

11

12 WAYSON W.S. WONG \_\_\_\_\_ Dated

13 Attorney for Plaintiff

14

15 FLORENCE Q. LEWIS \_\_\_\_\_ Dated

16 Plaintiff

1 LEONARDO M. RAPADAS  
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2 MIKEL W. SCHWAB  
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3 KATHARYNE P. CLARK  
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7 Attorneys for the United States of America

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9

10 UNITED STATES DISTRICT COURT

11 TERRITORY OF GUAM

12

13 FLORENCIA Q. LEWIS, ) CIVIL CASE NO. 05-00026  
14 Plaintiff, )  
15 vs. )  
16 UNITED STATES OF AMERICA, )  
17 Defendant. )  
18

**OFFER OF JUDGMENT  
PURSUANT TO  
FED.R.CIV.P. RULE 68**

19  
20 This is an Offer of Judgment for THREE HUNDRED THIRTY NINE THOUSAND  
21 NINE HUNDRED DOLLARS (\$339,900.00) pursuant to Federal Rules of Civil Procedure,  
22 Rule 68. This offer is inclusive of costs and fees, and is not an admission of liability. If within  
23 ten (10 ) days after the service of this offer you accept, either party may then file this offer and  
24 notice of acceptance together with proof of service thereof and there upon the clerk shall enter  
25 judgment. Should you fail to accept this offer and fail to gain a final judgment against  
26

27  
28 Lewis\_offer of judgment

1 this defendant in excess of THREE HUNDRED THIRTY NINE THOUSAND NINE  
2 HUNDRED DOLLARS (\$339,900.00) you must pay all costs incurred after the date of this  
3 offer.

4 SO SUBMITTED this 11<sup>th</sup> day of December, 2007.  
5  
6

7 LEONARDO M. RAPADAS  
8 United States Attorney  
9 District of Guam and NMI

10 BY: 

---

11 MIKEL W. SCHWAB  
12 Assistant U.S. Attorney  
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28 Lewis\_offer of judgment

## **Attachment B**

# ORIGINAL

1 LEONARDO M. RAPADAS  
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6 Attorneys for the United States of America

7

8

## IN THE UNITED STATES DISTRICT COURT

9

FOR THE

10

DISTRICT OF GUAM

11

12

13 FLORENCIA Q. LEWIS,

CIVIL CASE NO. 05-00026

14 Plaintiff,

15 vs.

16 UNITED STATES OF AMERICA,

OFFER OF JUDGMENT  
PURSUANT TO  
FED.R.CIV.P. RULE 68

17

Defendant.



19 This is an Offer of Judgment for THREE HUNDRED THIRTY-NINE  
20 THOUSAND NINE HUNDRED DOLLARS (\$339,900.00) pursuant to Federal Rules of  
21 Civil Procedure, Rule 68. This offer is inclusive of costs and fees, and is not an  
22 admission of liability. If within ten (10 ) days after the service of this offer you accept,  
23 either party may then file this offer and notice of acceptance together with proof of  
24 service thereof and there upon the clerk shall enter judgment. Should you fail to accept  
25 this offer and fail to gain a final judgment against this defendant in excess of THREE  
26 HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$339,900.00)

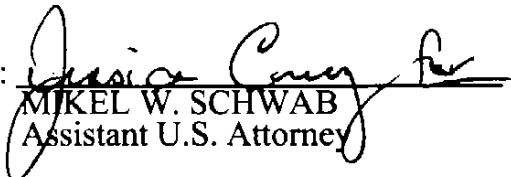
27  
28 Lewis\_offer of judgment

Attachment  
B

1 you must pay all costs incurred after the date of this offer.

2 SO SUBMITTED this 4<sup>th</sup> day of January, 2008.

3  
4 LEONARDO M. RAPADAS  
5 United States Attorney  
Districts of Guam and NMI

6  
7 BY:   
8 MIKEL W. SCHWAB  
9 Assistant U.S. Attorney

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28 Lewis\_offer of judgment

# 1 COPY

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9 Fax: 671-472-7215

10 Attorneys for the United States of America

## 11 UNITED STATES DISTRICT COURT 12 FOR THE TERRITORY OF GUAM

13 FLORENCIA Q. LEWIS, ) CIVIL CASE NO. 05-00026  
14 Plaintiff, )  
15 vs. ) CERTIFICATE OF SERVICE  
16 UNITED STATES OF AMERICA, )  
17 Defendant. )

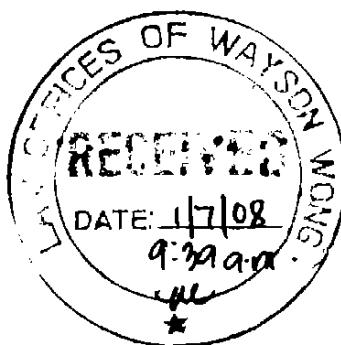
18 I, Jacqueline O. Emmanuel, Administrative Assistant, hereby certify that on 4<sup>th</sup> day of  
19 January 2008, I caused to be served by personal service the following document: "Offer of  
20 Judgment Pursuant to Fed.R.Civ.P. Rule 68", Civil Case No. 05-00026, Florence Q. Lewis vs.  
21 United States of America, to the following attorney of record:

22 Wayson Wong, Esq.  
23 Law Offices of Wayson Wong  
24 142 Seaton Blvd., Suite 101  
25 Hagatna, GU 96910

26 LEONARDO M. RAPADAS  
27 United States Attorney  
28 Districts of Guam and NMI

BY:

JACQUELINE EMMANUEL  
Administrative Assistant



## **Attachment C**

1 LEONARDO M. RAPADAS  
United States Attorney  
2 MIKEL W. SCHWAB  
Assistant U.S. Attorney  
3 KATHARYNE P. CLARK  
Special Assistant U.S. Attorney  
4 Suite 500, Sirena Plaza  
108 Herman Cortez Ave.  
5 Hagåtña, Guam 96910  
TEL: (671) 472-7332  
6 FAX: (671) 472-7215

7 Attorneys for the United States of America

8 DISTRICT COURT OF GUAM

9 TERRITORY OF GUAM

10 FLORENCIA Q. LEWIS, ) CIVIL CASE NO. 05-00026

11 Plaintiff. )

12 vs. )

13 UNITED STATES OF AMERICA, )

14 Defendant. )

15  
16  
17 **STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE**  
18 **OF FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

19  
20 It is hereby stipulated by and between the undersigned plaintiff (meaning any person, other  
21 than the defendant, signing this agreement, whether or not a party to this civil action), and the  
22 United States of America, by and through their respective attorneys, as follows:

23  
24 1. The parties do hereby agree to settle and compromise each and every claim of any kind,  
25 whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise  
26 to the above-captioned action under the terms and conditions set forth in this Settlement  
27 Agreement.  
28

Attachment  
C

1       2. The United States of America agrees to pay the sum of \$339,900 (Three hundred thirty  
2 nine thousand nine hundred dollars), which sum shall be in full settlement and satisfaction of any  
3 and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from,  
4 and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal  
5 injuries, damage to property and the consequences thereof, resulting, and to result, from the  
6 subject matter of this settlement, including any claims for wrongful death, for which plaintiff or  
7 her guardians, heirs, executors, administrators, or assigns, and each of them, now have or may  
8 hereafter acquire against the United States of America, its agents, servants, and employees.  
9

10       3. Plaintiff and her guardians, heirs, executors, administrators or assigns hereby agrees to  
11 accept the sums set forth in this Stipulation of Compromise Settlement in full settlement and  
12 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and  
13 nature, including claims for wrongful death, arising from, and by reason of any and all known and  
14 unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the  
15 consequences thereof which they may have or hereafter acquire against the United States of  
16 America, its agents, servants and employees on account of the same subject matter that gave rise  
17 to the above-captioned action, including any future claim or lawsuit of any kind or type  
18 whatsoever, whether known or unknown, and whether for compensatory or exemplary damages.  
19 Plaintiff and her guardians, heirs, executors, administrators or assigns further agrees to reimburse,  
20 indemnify and hold harmless the United States of America, its agents, servants, and employees  
21 from and against any and all such causes of action, claims, liens, rights, or subrogated or  
22 contribution interests incident to or resulting from further litigation or the prosecution of claims  
23 by plaintiff or her guardians, heirs, executors, administrators or assigns against any third party or  
24 against the United States, including claims for wrongful death.  
25

26       4. This stipulation for compromise settlement is not, is in no way intended to be, and  
27 should not be construed as, an admission of liability or fault on the part of the United States, its  
28 agents, servants, or employees, and it is specifically denied that they are liable to the plaintiff.

1 This settlement is entered into by all parties for the purpose of compromising disputed claims  
2 under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation  
3

4       5. It is also agreed, by and among the parties, that the respective parties will each bear  
5 their own costs, fees, and expenses and that any attorney's fees owed by the plaintiffs will be paid  
6 out of the settlement amount and not in addition thereto.

7

8       6. It is also understood by and among the parties that pursuant to Title 28, United States  
9 Code, Section 2678, attorney's fees for services rendered in connection with this action shall not  
10 exceed 25 per centum of the amount of the compromise settlement.

11

12       7. The persons signing this Settlement Agreement warrant and represent that they possess  
13 full authority to bind the persons on whose behalf they are signing to the terms of the settlement.  
14 In the event any plaintiff is a minor or a legally incompetent adult, the plaintiffs must obtain Court  
15 approval of the settlement at their expense. Plaintiff agrees to obtain such approval in a timely  
16 manner: time being of the essence. Plaintiff further agrees that the United States may void this  
17 settlement at its option in the event such approval is not obtained in a timely manner. In the event  
18 plaintiff fails to obtain such Court approval, the entire Stipulation For Compromise Settlement  
19 And Release and the compromise settlement are null and void.

20

21       8. Payment of the settlement amount will be made by government wire transfer as per the  
22 following:

23           A.     Name of Bank: Bank of Hawaii, Main Branch, (Hagatna Branch)  
24           B.     Street Address of Bank: 123 West Soledad Avenue  
25           C.     City, State, and Zip Code of Bank: Hagatna, Guam 96910  
26           D.     Routing Number: 121405018  
27           E.     Name of Account: Law Offices of Wayson Wong, A Professional  
28                           Corporation, Clients' Trust Account

1 G. Account Number: 0038-094718

2 Plaintiff's attorney agrees to distribute the settlement proceeds among the plaintiff, and to  
3 obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own  
4 fees, costs, and expenses.

5

6 9. The parties agree that this Stipulation for Compromise Settlement and Release,

7 including all the terms and conditions of this compromise settlement and any additional  
8 agreements relating thereto, may be made public in their entirety, and the plaintiff expressly  
9 consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10

11 10. It is contemplated that this Stipulation may be executed in several counterparts, with a  
12 separate signature page for each party. All such counterparts and signature pages, together, shall  
13 be deemed to be one document.

14

15 LEONARDO M. RAPADAS  
16 United States Attorney

17

18 MIKEL W. SCHWAB  
19 Assistant U.S. Attorney  
20 Attorney for Defendant United States of America

Dated

21

22 WAYSON W.S. WONG  
23 Attorney for Plaintiff

Dated

24

25

26 FLORENCIA Q. LEWIS  
27 Plaintiff

Dated

## **Attachment D**



U.S. Department of Justice

**LEONARDO M. RAPADAS**  
United States Attorney  
Districts of Guam and NMI

Sirena Plaza, Suite 500  
108 Hernan Cortez Avenue  
Hagatna, Guam 96910

(671) 472-7332  
FAX: (671) 472-7215

December 11, 2007

Wayson W.S. Wong, Esq.  
142 Seaton Blvd., Suite 101  
Hagatna, Guam 96910

**RE: Lewis v. United States**

Dear Wayson,

Please, please, please, show me whatever bills you have that concern you. It is essential that I know what it is we are discussing. When I talk to various experts who have years of experience and may be able to help, they tell me that they must see what you are referring to before any coherent answers can be given. Abstract discussions increase the chances for misunderstandings.

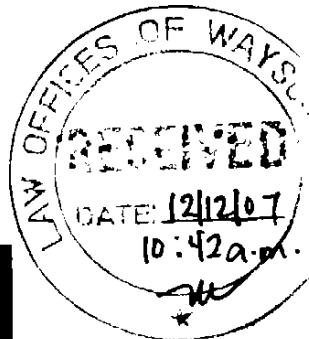
I am standing by for copies of whatever submissions concern you.

My best,

LEONARDO M. RAPADAS  
United States Attorney  
Districts of Guam and NMI

BY:

MIKEL W. SCHWAB  
Assistant U.S. Attorney



Attachment  
D

## **Attachment E**

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS

Rayford J. Wright ) Case No. 06-1051  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 TRICARE Management )  
 )  
 Defendant. )

DECLARATION OF DON M. THOMPSON

I, Don M. Thompson, declare and state as follows:

1. I am the Acting Director, Beneficiary and Provider Services Division, TRICARE Management Activity (TMA), Department of Defense. As part of my duties I am required to be familiar with the provisions of the TRICARE program and with TRICARE claims processing procedures.
2. The TRICARE program (also known as CHAMPUS) is a medical benefits program established by Congress. Presently, the eligible beneficiaries are: the spouses and dependent children of active duty members of the uniformed services, retired members of the uniformed services and their spouses and dependent children, and survivors of deceased members; in some instances, former spouses may also be eligible. The seven uniformed services that are covered by TRICARE/CHAMPUS are: Army, Navy, Air Force, Marine Corps, Coast Guard, U.S. Public Health Service, and the National Oceanic and Atmospheric Administration. CHAMPUS is an acronym for the Civilian Health and Medical Program of the Uniformed Services. The statutory provisions authorizing TRICARE/CHAMPUS are generally found at 10 U.S.C. 1071-1110. The implementing regulations are found at 32 C.F.R. Part 199.
3. The original legislation providing financial assistance for medical expenses for military dependents was known as the Dependent's Medical Care Act, Public Law 84-569, approved June 7, 1956. (See U.S. Code, Congressional and Administrative News pages 2698-2714.) In addition to authorizing medical care for certain beneficiaries in medical facilities of the Uniformed Services, the Act also entitled dependents of active duty members to hospitalization in civilian hospitals for treatment of most types of illnesses. This initial coverage of active duty dependents' hospital care initiated what has now become the TRICARE program.
4. In July 1997, the Office of CHAMPUS changed its name to the TRICARE Support Office (TSO). In March 1998, the TRICARE Management Activity (TMA) replaced TSO. TMA has the responsibility for

Attachment  
E

administering TRICARE/CHAMPUS. The TRICARE Management Activity was established by Department of Defense Directive 5136.12 (DoD 5136.12) on May 31, 2001, DoD 5136.12 also disestablished the TSO. Paragraph 5 of DoD 5136.12 establishes the TMA as a DoD Field Activity of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) to operate under the authority, direction and control of the Assistant Secretary of Defense for Health Affairs (ASD(HA)). Paragraph 1 of DoD 5136.12 states that all references to active functions or authorities in the Office of CHAMPUS or OCHAMPUS shall be understood to be references to functions and authorities of TMA (successor to TSO).

5. The Act was substantially changed and expanded with enactment of the Military Medical Benefits amendments of 1966, Public Law 89-614, approved September 30, 1966. (See 1966 U.S. Code, Congressional and Administrative News, pages 3082-3111.) The principle feature of this legislation was to expand the beneficiary population entitled to coverage under the civilian medical program to include Uniformed Services retirees and their dependents and surviving dependents of deceased retired and deceased active duty members. In addition, the types of medical services covered were expanded to include care provided on an outpatient as well as an inpatient basis, and the types of health care authorized were expanded. Congress also addressed what medical services could be provided at military treatment facilities (MTFs). (See Chapter 55, Title 10 U.S.C. §§ 1071-1110.) At this point, CHAMPUS coverage would have been similar to a third party health insurance plan such as the Blue Cross/Blue Shield coverage available under the Federal Employees Health Benefits Program.

6. By statute, administration of the CHAMPUS program is the responsibility of the Secretary of Defense. The Director, TMA is charged with assisting in the operational management and direction of all CHAMPUS programs and activities, including contracting for healthcare services.

7. The TRICARE program provides for what can be described as a triple option benefit, (1) a HMO-type option, which is called TRICARE Prime; (2) a preferred provider network, known as TRICARE Extra; and (3) standard claims processing for other providers, which is known as standard CHAMPUS. Active duty family members who enroll in TRICARE Prime are not liable for any deductibles or cost-shares. Other enrollees pay an enrollment fee, deductibles and cost-shares. Beneficiaries who use a preferred provider generally have charges lower than standard CHAMPUS and may not be balanced billed by a TRICARE network provider.

8. TMA maintains in the regular course of business computerized records of processed TRICARE claims. TMA also requires its contractors to maintain copies of claims that it processes. Humana Military Healthcare Services, Inc. (Humana) is the current TRICARE Managed Care Support Contractor for the TRICARE South Region. Arkansas is part of the TRICARE South Region. Palmetto Government Benefits Administrators is a subcontractor to Humana and processes TRICARE claims for Humana.

9. Attached are copies of three claims and the Explanation of Benefits (EOB) for each claim (Attachments A, B, and C). The copies were obtained from TRICARE business records.

10. The attached copies redact personal information (e.g. Social Security Number), not previously disclosed in this litigation.

11. Attachment A shows a claim in the billed amount of \$80.00 for a medical service identified as "92014" by Dr. Dedman of the Family Eye Care Center provided to Mr. Rayford Wright. "92014" is a code from the Physicians Current Procedure Terminology (CPT) which is published by the American Medical Society. A "92014" is for ophthalmological services, comprehensive for an established patient. The EOB shows that it was denied as a noncovered service.

12. Attachment B shows a claim in the billed amount of \$65.00 for a medical service identified as "92002" by Dr. Dedman of the Family Eye Care Center provided to Ms. Christina Wright. "92002" is a code from the CPT and it is for ophthalmological services, comprehensive new patient. The EOB shows that it was denied as a noncovered service.

13. Attachment C shows a claim in the billed amount of \$65.00 for a medical service identified as "92002" by Dr. Dedman of the Family Eye Care Center provided to Ms. Rapaela Wright. As noted above, "92002" is a code from the CPT and it is for ophthalmological services, comprehensive new patient. The EOB shows that it was denied as a noncovered service.

14. The copies of claims and EOBS that are maintained are of the front page. There is standard "boilerplate" on the back of the claim form. TRICARE uses (accepts) the same claim form that Medicare uses which is the HCFA 1500 (now known as the CMS 1500).

15. The TRICARE Operations Manual (TOM) (a copy of which may be found on the TRICARE website <http://www.tricare.mil> (<http://manuals.tricare.osd.mil/>)) addresses EOBS. TMA does not design the form to allow contractors to design the EOB form to fit their individual equipment and system needs. However, the TRICARE Operations Manual specifically provides in Chapter 8, Section 8, paragraph 9.0:

The following information shall be on the reverse of the EOB:

#### Right to Appeal

If you disagree with the determination on your claim, you have the right to request a reconsideration. Your signed written request must state the specific matter with which you disagree and **MUST** be sent to the following address no later than 90 days from the date of this notice. If the postmark on the envelope is not legible, then the date of receipt is deemed the date of filing. Include a copy of

this notice. On receiving your request, all TRICARE claims for the entire course of treatment will be reviewed.

(Contractor's Address)

16. TMA is not aware of any administrative appeal being filed for the above three claims.

17. All three claims reflect that they were for routine eye exams and denied as a noncovered service. By statute, TRICARE cannot pay for routine eye exams for retirees and dependents of retirees.

18. Defense Enrollment Eligibility Reporting System (DEERS) records reflect that Mr. Wright retired from active duty effective July 1, 1999. Mr. Wright was a Sergeant First Class. TMA records show that Mr. Wright was standard TRICARE as of the date of the care (August 2, 2005). TMA records further reflect that Mr. Wright changed from standard TRICARE to Prime effective September 1, 2005.

19. Title 10, United States Code, Section 1086 addresses health benefits for "certain members, former members, and their dependents. Section 1086(a) provides, in its last sentence: "However, eye examinations may not be provided under such plans for persons covered by subsection (c)." Subsection 1086(c) picks up retirees such as SFC Wright and the eligible dependents of a retiree such as SFC Wright's children under the age of 21.

20. By contrast, in Title 10, United States Code, Section 1079(a) addresses coverage for the spouses and dependent children of active duty members and provides at Section 1079(a)(3) "not more than one eye examination may be provided to a patient in any calendar year."

21. The DoD Regulation in 32 C.F.R. 199.2 provides the following definitions:

Routine eye examinations. The services rendered in order to determine the refractive state of the eyes.

22. The DoD Regulation in 32 C.F.R. 199.4(c) provides the following exclusion:

(xvi) Routine eye examinations. Coverage for routine eye examinations is limited to dependents of active duty members, to one examination per calendar year per person, and to services rendered on or after October 1, 1984, except as provided under paragraph (c)(3)(xi) of this section.

Subparagraph (c)(3)(xi) provides for vision, hearing, and dental screening as part of the well-child care coverage. Well-child care is from birth to age six.

23. The TRICARE Policy Manual (copy of Chapter 7, Section 6.1, Ophthalmological Services, attached as Exhibit "D") provides this further interpretation of the Regulation that "A 'routine eye

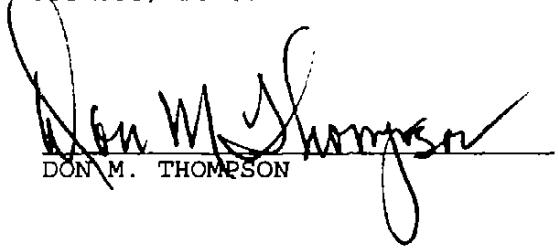
examination' is an evaluation of the eyes, including but not limited to refractive services, that is not related to a medical or surgical condition or in the medical or surgical treatment of a covered illness or injury." (Underlining in original.) The routine eye examination code that are identified include: 92002 - eye exam, new patient and 92014 - eye exam and treatment.

24. The TRICARE regulation provides for an administrative appeal process. As stated above, all explanation of benefits (EOBs) issued by a TRICARE contractor include a paragraph advising the patient or sponsor of their administrative appeal rights. TMA has no information showing that plaintiff exercised his administrative appeal rights.

25. Administrative appeals are limited to factual disputes. If the claims were for routine eye examinations for a retired member of a uniformed service and/or the dependents of a retired member of a uniformed service, there would be no factual issue to be resolved.

I declare under penalty of perjury that the following is true and correct in accordance with 28 U.S.C. § 1746.

Executed this 15<sup>th</sup> day of December, 2006.

  
DON M. THOMPSON

PLEASE  
DO NOT **DOS - 08/02/05 - 08/02/05**  
STAPLE  
IN THIS  
AREA

CLM-5217X0H999999 PROV-715679379

03/05/05

1985 11 28 53 760003300 428,300

- 5 -

HEALTH

PCA

## HEALTH INSURANCE CLAIM FORM

11

1. MEDICARE	2. MEDICAID	3. CHAMPUS	4. CHAMPVA	5. GROUP	6. FEDA	7. OTHER	8. INSURED'S I.D. NUMBER	9. (FOR PROGRAM IN ITEM 1)									
(Medicare #)	(Medicaid #)	(X) (Spouse's SSN)	(VA File #)	HEALTH PLAN (SBN or ID#)	BLK LUNG (SBN#)	(ID#)	5276										
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)			3. PATIENT'S BIRTH DATE MM DD YY 06 23 1961			4. INSURED'S NAME (Last Name, First Name, Middle Initial)											
WRIGHT, RAYFORD			SEX M M F			WRIGHT, RAYFORD											
5. PATIENT'S ADDRESS (No. Street)			6. PATIENT RELATIONSHIP TO INSURED			7. INSURED'S ADDRESS (No. Street)											
P O BOX 318			SPOUSE			P O BOX 318											
CITY BEARDEN		STATE AR		8. PATIENT STATUS Single <input type="checkbox"/> Married <input type="checkbox"/> Other <input checked="" type="checkbox"/>		CITY BEARDEN		STATE AR									
ZIP CODE 71720		TELEPHONE (Include Area Code) ( )		Employed <input type="checkbox"/> Full-Time <input type="checkbox"/> Student <input type="checkbox"/> Part-Time <input type="checkbox"/>		ZIP CODE 71720		TELEPHONE (Include Area Code) ( )									
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)			10. IS PATIENT'S CONDITION RELATED TO:			11. INSURED'S POLICY GROUP OR FECA NUMBER											
NONE			a. EMPLOYMENT? (CURRENT OR PREVIOUS)			EFF- 06/02/85 - 06/05/85											
b. OTHER INSURED'S POLICY OR GROUP NUMBER			b. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			c. INSURED'S DATE OF BIRTH MM DD YY SEX M M F											
d. OTHER INSURED'S DATE OF BIRTH MM DD YY M <input type="checkbox"/> F <input type="checkbox"/>			d. AUTO ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			d. EMPLOYER'S NAME OR SCHOOL NAME											
e. EMPLOYER'S NAME OR SCHOOL NAME			e. OTHER ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			e. INSURANCE PLAN NAME OR PROGRAM NAME STATUS - GRADE - BRANCH -											
f. INSURANCE PLAN NAME OR PROGRAM NAME			12. RESERVED FOR LOCAL USE OCL - N TPL1- TPL2- TPL3-			f. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>											
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepted assignment below.																	
SIGNED SIGNATURE ON FILE RELEASE- STON- DATE _____																	
14. DATE OF CURRENT: MM DD YY ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (LMP)																	
15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS GIVE FIRST DATE MM DD YY																	
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY MM DD YY																	
17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE																	
17a. I.D. NUMBER OF REFERRING PHYSICIAN																	
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY MM DD YY																	
19. OUTSIDE LABS \$ CHARGES YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> .00 ASF -																	
20. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO. PETH -																	
21. PRIOR AUTHORIZATION NUMBER PAZ - NTF -																	
22. RESERVED FOR LOCAL USE																	
24. A DATE(S) OF SERVICE From MM DD YY To MM DD YY 5/11		B Place of Service 5/11		C Type of Service 6		D PROCEDURE, SERVICE, OR SUPPLIES (EXPIRE UNLESS CIRCUMSTANCES CPT/HCPCS MODIFIER)		E DIAGNOSIS CODE 2		F \$ CHARGES 66.00		G DAYS OR UNITS 1		H EPD/P Family Plan EMG COM		I J K RESERVED FOR LOCAL USE DEDRMAN 00, TON	
25. FEDERAL TAX I.D. NUMBER SSN EN		26. PATIENT'S ACCOUNT NO. 7813		27. ACCEPT ASSIGNMENT? (For Govt. claims see back)		28. TOTAL CHARGE 66.00		29. AMOUNT PAID 00.00		30. BALANCE DUE 00.00							
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS I certify that the statements on the reverse apply to this bill and are made a part thereof CAM - REGION - F SH - ROUT - SIGNATURE ON FILE SIGNED Date		32. NAME AND ADDRESS OF FACILITY WHERE SERVICES WERE RENDERED (If other than home or office) FAMILY EYE CARE CENTER PA 515 CASH ROAD		33. PHYSICIAN'S, SUPPLIER'S BILLING NAME, ADDRESS, ZIP CODE & PHONE # FAMILY EYE CARE CENTER PA 515 CASH ROAD CANDEN AR 71781 PMB 718678979 CAPE 870 836-2525													

**PLEASE PRINT OR TYPE**

"A"

PGBA, LLC  
TRICARE SOUTH REGION  
P.O. BOX 7032  
CAMDEN, SC 29020-7032



## TRICARE EXPLANATION OF BENEFITS

This is a statement of the action taken on your TRICARE claim.  
Keep this notice for your records.

Date of Notice:	August 10, 2005
Sponsor SSN:	***-**-5276
Sponsor Name:	<b>RAYFORD J WRIGHT</b>
Beneficiary Name:	<b>RAYFORD J WRIGHT</b>

RAYFORD J WRIGHT  
P O BOX 310  
BEARDEN AR 71720-0310

Benefits were payable to:

**THOMAS M DEDMAN OD**  
515 CASH ROAD  
CAMDEN AR 71701

**Claim Number: 5217X0HQD-00-00**

Services Provided By/ Date of Services	Services Provided	Amount Billed	TRICARE Approved	See Remarks
THOMAS M DEDMAN OD 08/02/2005	001 Eye exam & treatment (92014)	80.00	0.00	1, 2, 3, 4
<b>Totals:</b>		<b>80.00</b>	<b>0.00</b>	

Claim Summary	Beneficiary Liability Summary	Benefit Period Summary		
Amount Billed:	80.00	Deductible:	0.00	<b>Fiscal Year Beginning:</b>
TRICARE Approved:	0.00	Copayment:	0.00	October 01, 2004
Non-covered:	80.00	Cost Share:	0.00	Individual      Family
Paid by Beneficiary:	0.00	Patient Responsibility:	0.00	Deductible:      0.00      0.00
Other Insurance:	0.00			Catastrophic Cap:      0.00
Paid to Provider:	0.00			
Paid to Beneficiary:	0.00			
Check Number:				

### Remarks:

- 1 - NONCOVERED SERVICE(S).
- 2 - HUMANA AND PGBA ARE MAKING TRICARE EASIER. FOR ONLINE CLAIM AND REFERRAL STATUS, ELIGIBILITY AND MUCH MORE, VISIT [WWW.HUMANA-MILITARY.COM](http://WWW.HUMANA-MILITARY.COM) AND [WWW.MYTRICARE.COM](http://WWW.MYTRICARE.COM).
- 3 - \$0.00 HAS BEEN APPLIED TOWARD THE FISCAL YEAR CATASTROPHIC CAP OF \$3,000.00.
- 4 - TRICARE PRIME CAN SAVE YOU MONEY. LEARN HOW TO ENROLL BY CALLING 1-800-444-5445.

1-800-403-3950

**THIS IS NOT A BILL**

If you have questions regarding this notice, please call or write us at telephone number/address listed above.



PLEASE  
DO NOT  
STAPLE  
IN THIS  
AREA  
08/05/2005 05217 08/05/05 11:28:53 7GW433HD 828 30TH  
PICA CHP NM

CLH-5217X0HQ8899 PROV=718678979

08/05/05

HEALTH INSURANCE CLAIM FORM

PICA

1. MEDICARE	MEDICAID	CHAMPUS	CHAMPVA	GROUP HEALTH PLAN (HMO or PPO)	FEDA BLK LUNG (BEN)	OTHER (D)	10. INSURED'S ID. NUMBER 440006276	(FOR PROGRAM IN ITEM 1)									
<input type="checkbox"/> Medicare #	<input type="checkbox"/> Medicaid #	<input checked="" type="checkbox"/> Dispenser's BEN	<input type="checkbox"/> FVA File #														
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)			3. PATIENT'S BIRTH DATE MM / DD / YY			SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	4. INSURED'S NAME (Last Name, First Name, Middle Initial)										
WRIGHT, CRISTINA			06 / 19 / 1967				WRIGHT, RAYFORD										
5. PATIENT'S ADDRESS (No. Street)			6. PATIENT'S RELATIONSHIP TO INSURED			6	7. INSURED'S ADDRESS (No. Street)										
P O BOX 318			<input type="checkbox"/> Son <input type="checkbox"/> Daughter <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other														
CITY BEARDEN		STATE AR	8. PATIENT STATUS Single <input type="checkbox"/> Married <input type="checkbox"/> Other <input checked="" type="checkbox"/>		9. EMPLOYED Full-Time <input type="checkbox"/> Student <input type="checkbox"/> Part-Time <input type="checkbox"/> Other <input type="checkbox"/>		CITY STATE										
ZIP CODE 71728	TELEPHONE (Include Area Code) ( )						ZIP CODE ( )	TELEPHONE (Include Area Code)									
10. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)			11. INSURED'S CONDITION RELATED TO			12. INSURED'S POLICY GROUP OR FICA NUMBER											
NONE			13. IS PATIENT'S CONDITION RELATED TO:			EFF- 08/02/05 - 08/05/05											
a. OTHER INSURED'S POLICY OR GROUP NUMBER			a. EMPLOYMENT? (CURRENT OR PREVIOUS) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			a. INSURED'S DATE OF BIRTH MM / DO / YY											
b. OTHER INSURED'S DATE OF BIRTH MM / DO / YY			b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			b. SEX M <input type="checkbox"/> F <input type="checkbox"/>											
c. EMPLOYER'S NAME OR SCHOOL NAME			c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			c. EMPLOYER'S NAME OR SCHOOL NAME											
d. INSURANCE PLAN NAME OR PROGRAM NAME			14. RESERVED FOR LOCAL USE OCL - N TPL1- TPL2- TPL3-			d. INSURANCE PLAN NAME OR PROGRAM NAME STATUS - GRADE - BRANCH -											
15. SIGNED SIGNATURE ON FILE			16. RESERVED FOR LOCAL USE			e. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
17. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE			18. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS GIVE FIRST DATE MM / DO / YY			f. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> .00 ASF -											
19. RESERVED FOR LOCAL USE OHIAA - .00			19. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM / DO / YY MM / DO / YY			g. CHARGES											
20. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (RELATE ITEMS 1,2,3 OR 4 TO ITEM 24 BY LINE)			20. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM / DO / YY MM / DO / YY			h. MEDICARE RESUBMISSION CODE											
1. 13671 1 2. 1 41			21. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			i. ORIGINAL REF. NO. PETH -											
22. PAI - NTF -			22. PAI - NTF -			j. RESERVED FOR LOCAL USE											
23. FEDERAL TAX I.D. NUMBER SSN EM 718678979 <input type="checkbox"/> <input checked="" type="checkbox"/>			24. A DATE(S) OF SERVICE From MM DD YY To MM DD YY 11 02 05 08 02 05 3/11			24. B PROCEDURES, SERVICES, OR SUPPLIES (EXPLAIN UNUSUAL CIRCUMSTANCES) CPT/HCPCS MODIFIER			24. C DIAGNOSIS CODE			24. D F CHARGES G DATES OR UNITS H EPICOT I Family Plan J EMQ K COB			24. E RESERVED FOR LOCAL USE		
25. PATIENT'S ACCOUNT NO. 7016			26. ACCEPT ASSIGNMENTS (IF NOT CHECKED, FILE BACK)			27. TOTAL CHARGE 65.00			28. AMOUNT PAID 0.00			29. BALANCE DUE 65.00					
30. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) CAN - REGION - F SH - ROUT - SIGNATURE ON FILE SIGNED Date			31. NAME AND ADDRESS OF FACILITY WHERE SERVICES WERE RENDERED (If other than home or office) FAMILY EYE CARE CENTER PA 515 CASH ROAD CAMDEN AR 71701			32. PHYSICIAN'S, SUPPLIER'S BILLING NAME, ADDRESS, ZIP CODE & PHONE # FAMILY EYE CARE CENTER PA 515 CASH ROAD CAMDEN AR 71701 870 836-2525 FIRM 718678979											

PLEASE PRINT OR TYPE

'B'

CARRIER  
PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

PGBA, LLC  
TRICARE SOUTH REGION  
P.O. BOX 7032  
CAMDEN, SC 29020-7032



## TRICARE EXPLANATION OF BENEFITS

This is a statement of the action taken on your TRICARE claim.  
Keep this notice for your records.

Date of Notice: **August 10, 2005**  
Sponsor SSN: **\*\*\*-\*\*-5276**  
Sponsor Name: **RAYFORD J WRIGHT**  
Beneficiary Name: **CRISTINA G WRIGHT**

CRISTINA G WRIGHT  
P O BOX 310  
BEARDEN AR 71720-0310

Benefits were payable to:

THOMAS M DEDMAN OD  
515 CASH ROAD  
CAMDEN AR 71701

Claim Number: **5217X0HQB-00-00**

Services Provided By/ Date of Services	Services Provided	Amount Billed	TRICARE Approved	See Remarks
THOMAS M DEDMAN OD 08/02/2005	001 Eye exam, new patient (92002)	<u>65.00</u>	<u>0.00</u>	1, 2, 3, 4
<b>Totals:</b>		<b>65.00</b>	<b>0.00</b>	

Claim Summary	Beneficiary Liability Summary	Benefit Period Summary
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Amount Billed:	65.00	Deductible:	0.00	Fiscal Year Beginning:
TRICARE Approved:	0.00	Copayment:	0.00	October 01, 2004
Non-covered:	65.00	Cost Share:	0.00	Individual
Paid by Beneficiary:	0.00	Patient Responsibility:	0.00	Family
Other Insurance:	0.00			
Paid to Provider:	0.00			
Paid to Beneficiary:	0.00			
Check Number:				

### Remarks:

- 1 - NONCOVERED SERVICE(S).
- 2 - HUMANA AND PGBA ARE MAKING TRICARE EASIER. FOR ONLINE CLAIM AND REFERRAL STATUS, ELIGIBILITY AND MUCH MORE, VISIT [WWW.HUMANA-MILITARY.COM](http://WWW.HUMANA-MILITARY.COM) AND [WWW.MYTRICARE.COM](http://WWW.MYTRICARE.COM).
- 3 - \$0.00 HAS BEEN APPLIED TOWARD THE FISCAL YEAR CATASTROPHIC CAP OF \$3,000.00.
- 4 - TRICARE PRIME CAN SAVE YOU MONEY. LEARN HOW TO ENROLL BY CALLING 1-800-444-5445.

1-800-403-3950

**THIS IS NOT A BILL**

If you have questions regarding this notice, please call or write us at telephone number/address listed above.



PLEASE  
DO NOT  
STAPLE  
IN THIS  
AREA  
08/05/05 05217 08/05/05 11:28:53 7C0433HO 826 SOUTH

CLM-5217XHQ0099 PROV=710678979

08/05/05

PICA CHP NM

HEALTH INSURANCE CLAIM FORM

PICA

CARRIER											
PATIENT AND INSURED INFORMATION											
<p>1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> CHAMPUS <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> PEDA <input type="checkbox"/> OTHER (REB or ID) <input type="checkbox"/> BLK LUNG <input type="checkbox"/> (88N) <input type="checkbox"/> (D)</p> <p>2. PATIENT'S NAME (Last Name, First Name, Middle Initial) <b>WRIGHT, RAPHAELA</b></p> <p>3. PATIENT'S BIRTH DATE MM DD YY SEX 08 12 1998 M <input type="checkbox"/> F <input checked="" type="checkbox"/></p> <p>4. PATIENT'S ADDRESS (No. Street) <b>P O BOX 318</b></p> <p>5. PATIENT'S RELATIONSHIP TO INSURED <b>6</b></p> <p>6. PATIENT STATUS <b>FEMALE DEPENDENT</b></p> <p>7. INSURED'S ADDRESS (No. Street) <b>CITY STATE</b></p> <p>8. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) <b>WRIGHT, RAYFORD</b></p> <p>9. OTHER INSURED'S POLICY OR GROUP NUMBER <b>EFF- 08/02/05 - 08/05/05</b></p> <p>10. OTHER INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>11. OTHER INSURED'S NAME OR SCHOOL NAME <b>EMPLOYER'S NAME OR SCHOOL NAME</b></p> <p>12. INSURANCE PLAN NAME OR PROGRAM NAME <b>STATUS - GRADE - BRANCH -</b></p> <p>13. PATIENT'S CONDITION RELATED TO: <b>EMPLOYMENT? (CURRENT OR PREVIOUS)</b></p> <p>14. AUTO ACCIDENT? <b>PLACE (State)</b></p> <p>15. OTHER ACCIDENT? <b>YES NO</b></p> <p>16. RESERVED FOR LOCAL USE <b>QCL- N TPL1- TPL2- TPL3-</b></p> <p>17. INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>18. INSURED'S DATE OF DEATH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>19. INSURED'S EMPLOYER'S NAME OR SCHOOL NAME</p> <p>20. INSURANCE PLAN NAME OR PROGRAM NAME</p> <p>21. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. <b>WRIGHT, RAYFORD</b></p> <p>22. MEDICAL BILLING CODE <b>ORIGINAL REF. NO.</b></p> <p>23. PRIOR AUTHORIZATION NUMBER <b>PAI - MTF -</b></p>											
PHYSICIAN OR SUPPLIER INFORMATION											
<p>14. DATE OF CURRENT ILLNESS (First symptom or injury (Accident) or pregnancy (LMP)) <b>MM DD YY</b></p> <p>15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY <b>MM DD YY</b></p> <p>16. NAME OF REFERRING PHYSICIAN OR OTHER SOURCE <b>17. I.D. NUMBER OF REFERRING PHYSICIAN</b></p> <p>18. RESERVED FOR LOCAL USE <b>19. OUTSIDE LAB? \$ CHARGES</b></p> <p>20. MEDICAL RESUBMISSION CODE <b>ORIGINAL REF. NO.</b></p> <p>21. PRIOR AUTHORIZATION NUMBER <b>PAI - MTF -</b></p>											
<p>22. MEDICAL BILLING CODE <b>ORIGINAL REF. NO.</b></p> <p>23. PRIOR AUTHORIZATION NUMBER <b>PAI - MTF -</b></p>											
<p>24. A DATE(S) OF SERVICE From DD MM YY To DD MM YY <b>B C</b></p> <p>25. FEDERAL TAX I.D. NUMBER <b>SSN EM</b></p> <p>26. PATIENT'S ACCOUNT NO. <b>27. ACCEPT ASSIGNMENT? (For DENTAL CLAIMS, CHECK BOX)</b></p> <p>28. TOTAL CHARGE <b>29. AMOUNT PAID</b></p> <p>30. BALANCE DUE <b>31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS</b></p> <p>I certify that the statements on the reverse apply to this bill and are made a part thereof.</p> <p>CAN - REGION - F</p> <p>SH - ROUT -</p> <p>SIGNATURE ON FILE</p> <p>27. NAME AND ADDRESS OF FACILITY WHERE SERVICES WERE RENDERED (If other than home or office) <b>FAMILY EYE CARE CENTER PA</b></p> <p>815 CASH ROAD</p> <p>28. PHYSICIAN'S, SUPPLIER'S BILLING NAME, ADDRESS, ZIP CODE &amp; PHONE # <b>FAMILY EYE CARE CENTER PA</b></p> <p>815 CASH ROAD</p> <p>29. PHYSICIAN'S, SUPPLIER'S BILLING NAME, ADDRESS, ZIP CODE &amp; PHONE # <b>CAMDEN</b></p> <p>AR 71701 870 636-2525</p> <p>PHW GRW 710678979</p>											
<p>24. MEDICAL BILLING CODE <b>ORIGINAL REF. NO.</b></p> <p>25. PRIOR AUTHORIZATION NUMBER <b>PAI - MTF -</b></p>											
<p>26. PATIENT'S ADDRESS (No. Street) <b>CITY STATE</b></p> <p>27. INSURED'S ADDRESS (No. Street) <b>CITY STATE</b></p> <p>28. INSURANCE PLAN NAME OR PROGRAM NAME <b>STATUS - GRADE - BRANCH -</b></p> <p>29. PATIENT'S CONDITION RELATED TO: <b>EMPLOYMENT? (CURRENT OR PREVIOUS)</b></p> <p>30. AUTO ACCIDENT? <b>PLACE (State)</b></p> <p>31. OTHER ACCIDENT? <b>YES NO</b></p> <p>32. RESERVED FOR LOCAL USE <b>QCL- N TPL1- TPL2- TPL3-</b></p>											
<p>33. PATIENT'S RELATIONSHIP TO INSURED <b>6</b></p> <p>34. PATIENT STATUS <b>FEMALE DEPENDENT</b></p> <p>35. INSURED'S ADDRESS (No. Street) <b>CITY STATE</b></p> <p>36. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) <b>WRIGHT, RAPHAELA</b></p> <p>37. OTHER INSURED'S POLICY OR GROUP NUMBER <b>EFF- 08/02/05 - 08/05/05</b></p> <p>38. OTHER INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>39. OTHER INSURED'S DATE OF DEATH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>40. INSURED'S EMPLOYER'S NAME OR SCHOOL NAME</p> <p>41. INSURANCE PLAN NAME OR PROGRAM NAME</p> <p>42. PATIENT'S CONDITION RELATED TO: <b>EMPLOYMENT? (CURRENT OR PREVIOUS)</b></p> <p>43. AUTO ACCIDENT? <b>PLACE (State)</b></p> <p>44. OTHER ACCIDENT? <b>YES NO</b></p> <p>45. RESERVED FOR LOCAL USE <b>QCL- N TPL1- TPL2- TPL3-</b></p>											
<p>46. PATIENT'S RELATIONSHIP TO INSURED <b>6</b></p> <p>47. PATIENT STATUS <b>FEMALE DEPENDENT</b></p> <p>48. INSURED'S ADDRESS (No. Street) <b>CITY STATE</b></p> <p>49. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) <b>WRIGHT, RAYFORD</b></p> <p>50. OTHER INSURED'S POLICY OR GROUP NUMBER <b>EFF- 08/02/05 - 08/05/05</b></p> <p>51. OTHER INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>52. OTHER INSURED'S DATE OF DEATH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>53. INSURED'S EMPLOYER'S NAME OR SCHOOL NAME</p> <p>54. INSURANCE PLAN NAME OR PROGRAM NAME</p> <p>55. PATIENT'S CONDITION RELATED TO: <b>EMPLOYMENT? (CURRENT OR PREVIOUS)</b></p> <p>56. AUTO ACCIDENT? <b>PLACE (State)</b></p> <p>57. OTHER ACCIDENT? <b>YES NO</b></p> <p>58. RESERVED FOR LOCAL USE <b>QCL- N TPL1- TPL2- TPL3-</b></p>											
<p>59. PATIENT'S RELATIONSHIP TO INSURED <b>6</b></p> <p>60. PATIENT STATUS <b>FEMALE DEPENDENT</b></p> <p>61. INSURED'S ADDRESS (No. Street) <b>CITY STATE</b></p> <p>62. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) <b>WRIGHT, RAYFORD</b></p> <p>63. OTHER INSURED'S POLICY OR GROUP NUMBER <b>EFF- 08/02/05 - 08/05/05</b></p> <p>64. OTHER INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>65. OTHER INSURED'S DATE OF DEATH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>66. INSURED'S EMPLOYER'S NAME OR SCHOOL NAME</p> <p>67. INSURANCE PLAN NAME OR PROGRAM NAME</p> <p>68. PATIENT'S CONDITION RELATED TO: <b>EMPLOYMENT? (CURRENT OR PREVIOUS)</b></p> <p>69. AUTO ACCIDENT? <b>PLACE (State)</b></p> <p>70. OTHER ACCIDENT? <b>YES NO</b></p> <p>71. RESERVED FOR LOCAL USE <b>QCL- N TPL1- TPL2- TPL3-</b></p>											
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<p>98. PATIENT'S RELATIONSHIP TO INSURED <b>6</b></p> <p>99. PATIENT STATUS <b>FEMALE DEPENDENT</b></p> <p>100. INSURED'S ADDRESS (No. Street) <b>CITY STATE</b></p> <p>101. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) <b>WRIGHT, RAYFORD</b></p> <p>102. OTHER INSURED'S POLICY OR GROUP NUMBER <b>EFF- 08/02/05 - 08/05/05</b></p> <p>103. OTHER INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>104. OTHER INSURED'S DATE OF DEATH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/></p> <p>105. INSURED'S EMPLOYER'S NAME OR SCHOOL NAME</p> <p>106. INSURANCE PLAN NAME OR PROGRAM NAME</p> <p>107. PATIENT'S CONDITION RELATED TO: <b>EMPLOYMENT? (CURRENT OR PREVIOUS)</b></p> <p>108. AUTO ACCIDENT? <b>PLACE (State)</b></p> <p>109. OTHER ACCIDENT? <b>YES NO</b></p> <p>110. RESERVED FOR LOCAL USE <b>QCL- N TPL1- TPL2- TPL3-</b></p>											
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PGBA, LLC  
TRICARE SOUTH REGION  
P.O. BOX 7032  
CAMDEN, SC 29020-7032



## TRICARE EXPLANATION OF BENEFITS

This is a statement of the action taken on your TRICARE claim.  
Keep this notice for your records.

Date of Notice: August 10, 2005  
Sponsor SSN: \*\*\*-\*\*-5276  
Sponsor Name: RAYFORD J WRIGHT  
Beneficiary Name: RAPAELOA WRIGHT

RAYFORD J WRIGHT  
P O BOX 310  
BEARDEN AR 71720-0310

Benefits were payable to:

THOMAS M DEDMAN OD  
515 CASH ROAD  
CAMDEN AR 71701

Claim Number: 5217X0HQC-00-00

Services Provided By/ Date of Services	Services Provided	Amount Billed	TRICARE Approved	See Remarks
THOMAS M DEDMAN OD 08/02/2005	001 Eye exam, new patient (92002)	65.00	64.53	1, 2, 3, 4
<b>Totals:</b>		<b>65.00</b>	<b>64.53</b>	

Claim Summary	Beneficiary Liability Summary		Benefit Period Summary		
Amount Billed:	65.00	Deductible:	64.53	Fiscal Year Beginning:	
TRICARE Approved:	64.53	Copayment:	0.00	October 01, 2004	
Non-covered:	0.47	Cost Share:	0.00	Individual	Family
Paid by Beneficiary:	0.00	Patient Responsibility:	64.53	Deductible:	64.53
Other Insurance:	0.00			Catastrophic Cap:	102.87
Paid to Provider:	0.00				
Paid to Beneficiary:	0.00				
Check Number:					

### Remarks:

- 1 - CHARGES ARE MORE THAN ALLOWABLE AMOUNT.
- 2 - HUMANA AND PGBA ARE MAKING TRICARE EASIER. FOR ONLINE CLAIM AND REFERRAL STATUS, ELIGIBILITY AND MUCH MORE, VISIT [WWW.HUMANA-MILITARY.COM](http://WWW.HUMANA-MILITARY.COM) AND [WWW.MYTRICARE.COM](http://WWW.MYTRICARE.COM).
- 3 - \$102.87 HAS BEEN APPLIED TOWARD THE FISCAL YEAR CATASTROPHIC CAP OF \$3,000.00.
- 4 - TRICARE PRIME CAN SAVE YOU MONEY. LEARN HOW TO ENROLL BY CALLING 1-800-444-5445.

1-800-403-3950

**THIS IS NOT A BILL**

If you have questions regarding this notice, please call or write us at telephone number/address listed above.



CHAPTER 7  
SECTION 6.1

OPHTHALMOLOGICAL SERVICES

ISSUE DATE: November 3, 1992

AUTHORITY: 32 CFR 199.4(c)(2)(xvi), (e)(6), (g)(46) and (g)(50)

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I. CPT<sup>1</sup> PROCEDURE CODE RANGES

92002 - 92060, 92070 - 92335, 92390 - 92499

II. DESCRIPTION

Ophthalmological services may include an examination and other specialized services. The purpose of an examination is to diagnose or treat a medical condition of the eye, eyelid, lacrimal system, or orbit. A "routine eye examination" is an evaluation of the eyes, including but not limited to refractive services, that is not related to a medical or surgical condition or to the medical or surgical treatment of a covered illness or injury.

III. POLICY

A. For all beneficiaries, ophthalmological services (including refractive services) provided in connection with the medical or surgical treatment of a covered illness or injury are covered.

B. Section 632 of P.L. 98-525 signed into effect on October 19, 1994, authorizes payment under TRICARE for one routine eye examination per year per person for dependents of active duty members.

1. Routine eye examinations as defined in 32 CFR 199.2 includes coverage of those services rendered in order to determine the refractive state of the eyes. The CPT<sup>2</sup> procedure codes for payment of routine eye examinations are as follows:

92002 - EYE EXAM, NEW PATIENT  
92004 - EYE EXAM, NEW PATIENT  
92012 - EYE EXAM, ESTABLISHED PATIENT  
92014 - EYE EXAM & TREATMENT  
92015 - REFRACTION  
99172 - OCULAR FUNCTION SCREEN  
99173 - VISUAL ACUITY SCREEN

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<sup>1</sup> CPT codes, descriptions and other data only are copyright 2005 American Medical Association. All rights reserved. American Medical Association reserves the right to change or cancel use.

"D"

**TRICARE POLICY MANUAL 6010.54-M, AUGUST 1, 2002**  
**CHAPTER 7, SECTION 6.1**  
**OPHTHALMOLOGICAL SERVICES**

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2. TRICARE Prime active duty family members may receive an annual routine eye examination from any network provider without referral, authorization, or preauthorization from the Primary Care Manager (PCM), or any other authority; i.e., a Prime active duty family member will be allowed to set up his or her own appointment for a comprehensive eye examination with a network optometrist and/or ophthalmologist. Standard active duty family members may self-refer to an optometrist and/or ophthalmologist regardless of whether or not they are a network provider; i.e., a Standard active duty family member may set up his or her own appointment with either a network or non-network optometrist and/or ophthalmologist. (See Chapter 7, Sections 2.1 and 2.2.)

C. For Prime enrollees, see Chapter 7, Section 2.2 for additional information on eye examination.

**IV. EXCLUSIONS**

A. Coverage may not be extended for "routine eye examinations" provided to beneficiaries other than family members of active duty personnel.

B. Orthoptics, also known as vision training, vision therapy, eye exercises, eye therapy, is excluded by 32 CFR 199.4(g)(46) (CPT<sup>2</sup> procedure code 92065).

C. Heidelberg Retina Tomograph (HRT) is unproven.

- END -

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<sup>2</sup> CPT codes, descriptions and other data only are copyright 2003 American Medical Association. All rights reserved. Applicable FARS, DFARS, Restrictions Apply to Government use.

## **Attachment F**



U.S. Department of Justice

LEONARDO M. RAPADAS  
United States Attorney  
Districts of Guam and NMI

**ccOPY**

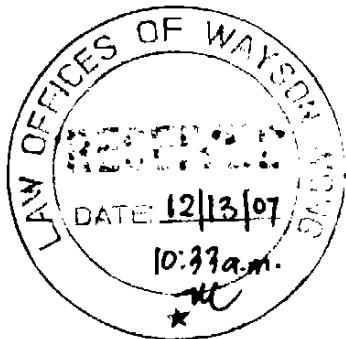
Sirena Plaza, Suite 500  
108 Hernan Cortez Avenue  
Hagatna, Guam 96910

(671) 472-7332  
FAX: (671) 472-7215

December 11, 2007

Wayson W.S. Wong  
142 Seaton Blvd., Suite 101  
Hagatna, Guam 96910

RE: Lewis v. United States



Dear Wayson,

You have sent me a copy of a PDF draft settlement agreement that we had worked on after hours one night. Let me walk through a brief overview of our discussions and drafts as best I can.

Originally, I sent you the standard Department of Justice settlement agreement language. You wanted to alter the standard language so that the agreement would be kept secret. Your written changes were typed in for review. There are limitations that apply to the United States and so I changed language in the relevant paragraph such that I would agree to cooperate with your efforts to the extent I was allowed. We were trying to work out language that would satisfy both of us, to the greatest extent possible, as to the secrecy you requested.

That was the point where I sent a PDF copy to you (call this "DRAFT 2").

We then discussed your hope to have your client's medical insurance obligations relieved by the agreement. I noted then that you had also changed language in another section of the standard agreement in an attempt to exempt your client from her obligations to her insurance regarding her co-payment for private doctors she went to for treatment. I have made every effort to make clear to you that I have no influence with the amounts charged by private providers, nor do I have any ability to change the coverage she negotiated and paid for with her insurance company.

I then emailed and subsequently forwarded a hard copy that had both the language about cooperating with your request for secrecy and language to make it clear that I have no influence over your client's insurance or her private providers of medical care.

As I continue to offer,..... if you can show me particular bills you are concerned about, I would be happy to analyze whether the billing is coming from treatment at the U.S. Naval Hospital Guam or Tripler such that I could influence its billing. To date you have refused to show me anything. Instead, you want to engage in abstract discussions that you seem to hope will give you an argument that your client is somehow relieved of her duties to pay her insurance company for treatment that she got from

Attachment  
F

Wayson Wong  
December 11, 2007  
Page 2

private providers.

Now it appears that you have taken the PDF draft copy from the evening when we were focused on the secrecy language, added your signature to the PDF, and state that you want to call it the "settlement agreement" in this case. Draft 2 is not the settlement agreement in this case. That is why the draft was in PDF form only.

At every stage in your arguments, I have made every effort to emphasize two points:

- 1). I can only cooperate with your efforts at secrecy to the extent it does not conflict with other requirements imposed on the United States to reveal such agreements; and
- 2). I have no influence over the amounts private providers charge to your client and can not give her an argument to not pay her co-payments and other obligations to her insurance company.

I am concerned that you would sign a PDF, non original, and in an attempt to get something that is not agreed to and is not possible.

My Best,

LEONARDO M. RAPADAS  
United States Attorney  
Districts of Guam and NMI

BY:

MIKEL W. SCHWAB  
Assistant U.S. Attorney

## **Attachment G**



**COPY**

U.S. Department of Justice

**LEONARDO M. RAPADAS**

*United States Attorney*

*Districts of Guam and NMI*

*Sirena Plaza, Suite 500  
108 Hernan Cortez Avenue  
Hagatna, Guam 96910*

(671) 472-7332  
FAX: (671) 472-7215

December 5, 2007

Wayson W.S. Wong, Esq.  
142 Seaton Blvd, Ste 101  
Hagatna, Guam 96910

**Re: Lewis v. United States**

Dear Wayson,

Enclosed is the standard USDOJ form for settlement. A footnote is included to clarify that the co-payment obligations of your client to her insurance company for care received from private doctors are not affected by our settlement. The United States has agreed not to pursue the costs of her medical care by DOD doctors at the U.S. medical facilities where she received surgery and follow-up treatment.

I have also included language stating that we will cooperate in your efforts keep the settlement confidential, to the extent that we can.

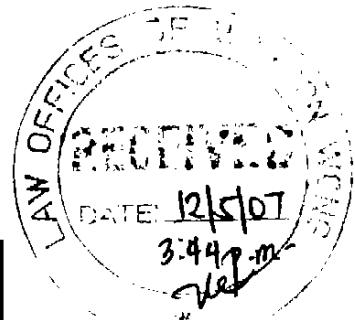
You may be subsequently asked to provide further information for the electronic transfer of funds. The prompt return of these documents will assure that the payment is provided quickly.

Thank you.

LEONARDO M. RAPADAS  
United States Attorney  
Districts of Guam and NMI

BY:

MIKEL W. SCHWAB  
Assistant U.S. Attorney



Attachment  
G